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ATTORNEY FOR C&S PROPSCO IV LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	
	§	
AMO TX1 LLC,	§	CASE NO. 24-33259-MVL-7
DEBTOR,	§	
	§	
C&S PROPSCO IV LLC,	§	
MOVANT,	§	
	§	
VS.	§	
	§	A Hearing on the Amended Motion for
AMO TX1 LLC	§	Relief from the Automatic Stay
AND AREYA HOLDER, TRUSTEE,	§	Set:
	§	FEBRUARY 25, 2025 AT 1:30 PM

AMENDED MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, C&S Propsco IV LLC ("Landlord"), Movant herein, complaining of AMO TX1 LLC ("Debtor") and Areya Holder ("Trustee"), Respondents herein, and for cause of action would respectfully show the Court as follows:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 1334 and 157 and 11 U.S.C. § 362. This is a core proceeding.
2. C&S Propsco IV LLC leases the property located at 8620 N. Beach Street, Fort Worth, Texas 76244 ("Leased Property") to Debtor.
3. The books and records of C&S Propsco IV LLC indicate that monthly payments on the account are \$10,000.00 each. As of January 24, 2025, the rental payments were in arrears for the September 1, 2024 payment and all payments due since that time, plus late charges as set forth in the Lease. Debtor has also not paid property taxes and other charges due under the Lease.
4. C&S Propsco IV LLC does not have proof of current property insurance as required by the Lease.

5. But for the automatic stay, Landlord could and would terminate the Lease, offset the security deposit and secure the Leased Property.

6. Landlord does not have, and neither Debtor nor the Trustee are able to offer, adequate protection of Landlord's interest in the Leased Property or adequate assurance of future performance under the Lease.

7. Debtor and Trustee have no equity in the Lease or the Leased Property and same are not necessary for an effective reorganization.

8. Because Landlord would be harmed by any further continuation of the stay and the Leased Property may not be properly insured, any Order either terminating or conditioning the automatic stay should be effective immediately and there should be no stay of the Order for fourteen days after the entry of the Order.

WHEREFORE, PREMISES CONSIDERED, C&S Propsco IV LLC prays for:

1. An Order of this Court granting Landlord relief from the automatic stay imposed pursuant to 11 U.S.C. § 362;

2. An Order of this Court authorizing Landlord to take terminate the Lease, enter and secure the Leased Property and offset the security deposit;

3. An Order of this Court finding that any Order entered with regard to this Motion should be effective immediately upon its entry and should not be stayed for fourteen days following the entry of said Order; and

4. For such other and further relief, both general and specific, to which Landlord may show itself justly entitled.

Respectfully submitted,

/s/ Stephen G. Wilcox

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NOTICE REGARDING REQUIRED ANSWER

PURSUANT TO LOCAL BANKRUPTCY RULE 4001-1(b), A RESPONSE IS REQUIRED TO THIS MOTION, OR THE ALLEGATIONS IN THE MOTION MAY BE DEEMED ADMITTED, AND AN ORDER GRANTING THE RELIEF SOUGHT MAY BE ENTERED BY DEFAULT.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE ST., RM. 1254, DALLAS, TX 75242-1496 BEFORE CLOSE OF BUSINESS ON FEBRUARY 13, 2025, WHICH IS AT LEAST 14 DAYS FROM THE DATE OF SERVICE HEREOF. A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY AND ANY TRUSTEE OR EXAMINER APPOINTED IN THE CASE. ANY RESPONSE SHALL INCLUDE A DETAILED AND COMPREHENSIVE STATEMENT AS TO HOW THE MOVANT CAN BE “ADEQUATELY PROTECTED” IF THE STAY IS TO BE CONTINUED.

CERTIFICATE OF CONFERENCE

I, the undersigned, hereby certify that prior to the filing of this Motion, I did the following:
My office contacted the Chapter 7 Trustee who advised she takes no position regarding the motion.

/s/ Stephen G. Wilcox
Stephen G. Wilcox

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Amended Motion for Relief from the Automatic Stay was served by FIRST CLASS MAIL, POSTAGE PREPAID on:

AMO TX1 LLC
1215 Executive Drive E
Richardson, TX 75081

and by ELECTRONIC FILING on:

Daniel Herin
12001 N. Central Expressway, Suite 920
Dallas, TX 75243

Areya Holder
P.O. Box 2105
Addison, TX 75001-2105

Office of the U.S. Trustee
1100 Commerce, Room 976
Dallas, Texas 75242

on January 30, 2025.

/s/ Stephen G. Wilcox
Stephen G. Wilcox

SUMMARY OF EXHIBITS

1. Commercial Lease Agreement dated December 18, 2020 for property located at 8620 N. Beach Street, Fort Worth, Texas 76244
2. Affidavit of Dominic Stull

*Copies of Exhibits are available by written request to:

Kim Raudry
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P.O. Box 201849
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7903-00001-601993